

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

Ana R. Olivella Rivera

Plaintiff

vs.

**Popular Leasing and Rental, Inc
and others**

Defendants

District Court No.

98-2267 GAG- JA

SETTLEMENT STIPULATION

To the Honorable Court:

Come now the parties represented by their undersigned attorneys and respectfully set forth and pray:

1. The parties have agreed to a settlement in this case for the total amount of \$30,000.00. MAPFRE, on behalf of codefendants Preferred Risk Insurance Company and Banco Popular de Puerto Rico, within two weeks will pay to plaintiff the amount of \$25,000.00 and codefendant Popular Auto, Inc, formerly known as Popular Leasing and Rental, Inc. will pay \$5,000.00 to plaintiff, for a total amount of \$30,000.00, in full and complete satisfaction to the plaintiff of all the damages allegedly suffered as a result of the facts alleged in the complaint, in regards to lease contract number 02500-7689-0008337 signed by Ana R. Olivella and Popular Leasing on September, 25, 1992 and regarding account 02-000-07686-00-10451 for insurance financing.

2. Plaintiff accepts the settlement amount of \$30,000.00 as full and complete settlement of all her causes of action, as well as in payment of any future damages that she may suffer as a result of the incident alleged in the complaint in regards to lease contract number 02500-7689-0008337 signed by Ana R. Olivella and popular Leasing on September, 25, 1992 and regarding account 02-000-07686-00-10451 for insurance financing. In consideration of said settlement, plaintiff hereby

releases and forever discharges defendants and its insurers from any further liability in this matter.

3. Payments made under this settlement will not be construed as acceptance of any wrongdoing or transgression on behalf of defendants Banco Popular and Popular Auto, Inc.

4. It is an essential condition of this settlement that this stipulation is agreed without the imposition of costs, interest or attorneys fees. Payments to be made herein will be issued jointly to the name of plaintiff and to Attorney Rafael Oliveras López de Victoria.

WHEREFORE, the parties hereby request from the Honorable Court that judgment be entered pursuant to this settlement stipulation, without the imposition of costs, interest or attorneys fees, in consideration of which the plaintiff requests the dismissal of all her causes of action with prejudice.

San Juan, Puerto Rico, this 8th day of August, 2007.



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